



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Professional"), an Indiana Corporation, and Wabash County, Indiana ("Client"), on Sept. 5, 2006.

### PROFESSIONAL

The Schneider Corporation  
Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, Indiana 46216  
317-826-7100

### CLIENT

Wabash County Government  
County Courthouse  
1 West Hill Street  
Wabash, IN 46992  
260-563-0661

Project Name: GIS Professional Services

Common Location: Wabash, IN

Sec/Twp/Rg: NA

County: Wabash

Client intends to contract for **GIS Professional Services ("Project")**:

### AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Professional and Client agree as follows:

- Scope of Services.** Professional shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Professional shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
- Schedule of Services.** Professional shall start and complete work as set forth in the Scope of Services. Professional shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Professional's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
- Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Client shall give Professional authorizations to proceed for each phase of the Basic Services and for each Additional Service prior to Professional commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
- Client's Responsibilities:** Client shall do the following in a timely manner so as not to delay the services of Professional: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project. Professional may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Agreement to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Professional may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Professional whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services, or any defect or nonconformance in the work of any contractor.

Wabash

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Sept 5, 2006

5. **Payment for Services.** Client shall compensate Professional for services rendered according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with Schedule of Fees.
6. **Payment Terms.** Government Client agrees to pay all fees within 60 days of the date of the invoice. Non-government Client agrees to pay all fees within 30 days of the date of the invoice. Balances due over 30 days will be assessed an interest rate of 1½ % per month (18% per year) for Non-Government Client. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.
7. **Invoicing.** Detailed billings will be provided on a monthly basis.
  - A. **Fixed Fee** - The invoices will be based on Professional's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases, plus actual reimbursable expenses.
  - B. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.
8. **Modifications and Adjustments.** If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Professional, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Professional and Client. Client may modify the scope, extent or character of the Project, necessitating modifications to the Scope of Services or Fee Schedules. In each case, the Scope of Services will be modified in a manner mutually acceptable to the Professional and the Client, and the Fee Schedule will be equitably adjusted to accommodate the changes. Any change to the Scope of Services or the Fee Schedule will be documented in a Contract Change Order. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule, Professional shall have the right to terminate this Agreement as outlined in Paragraph No. 9.
9. **Term and Termination.** Professional's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. The initial term of this Agreement for specific renewal-based deliverables, including web hosting and system support, shall be specified in the Scope of Work. These specific deliverables shall automatically renew for successive terms which consist of a twelve month period, subject to earlier termination as set forth in Section 9 or upon written notification by either party 30 days prior to the end of a term. If Client fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Professional's services are delayed or suspended by Client for more than three months for reasons beyond Professional's control, Professional may, after giving thirty days written notice to Client, suspend or terminate services under this Agreement. If payment is not received within 45 days of the date of invoice, Professional reserves the right, after giving seven days notice to Client, to suspend services to the Client or to terminate this Agreement. Professional shall not be liable to Client or any third parties for any damages caused by the suspension or termination of work for non-payment. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Professional shall have the right to terminate this Agreement upon thirty days written notice to Client. Client may terminate this Agreement for any reason or without cause upon thirty days written notice to Professional. If any work covered by this Agreement is suspended, terminated or abandoned, the Client shall compensate the Professional for services rendered to the date of written notification of such suspension, termination or abandonment.

10. **Computer Files.** This paragraph sets forth the terms and conditions relating to the provision by Professional of any and all electronic media or computer readable information, including software, databases, and information compilations, and the raw data contained therein (hereafter "Computer Files") in connection with the above referenced Project. Geographic Data Layers converted from Client source documents are considered the property of the Client.
- A. Client acknowledges that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain in Professional. Professional licenses Client to use the Computer Files in the manner set forth for such Computer Files in the Scope of Services, but Professional reserves all rights not expressly granted. The Computer Files may not be used for purposes beyond those set forth in the Scope of Services, and Professional reserves the right to revoke the license if, in good faith, Professional deems that such use has or will occur. In the event Professional revokes the license, Professional will exercise good faith to negotiate a supplemental license provided Professional is satisfied that no originally prohibited use will occur.
  - B. To the extent the Computer Files include any trade secret or other confidential information of Client, Professional agrees to keep such information confidential. Professional is otherwise free to use the Computer Files and other related materials in other projects for Client, for Professional's business purposes, or for third parties unless a restriction is set forth in the Scope of Services.
  - C. The Computer Files shall be used only by Client or those third parties expressly contemplated in the Scope of Services (Attachment A) and the license granted hereunder does not include the right to sublicense.
  - D. Except to the extent required by the use(s) expressly set forth in the contract, Client may not: alter, modify or adapt the Computer Files or any part thereof; translate, reverse engineer, de-compile, disassemble, or create derivative works of the Computer Files or any part thereof; or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files.
  - E. Professional warrants to Client that any provided Computer Files will substantially conform to any specification(s) in the Scope of Services (Attachment A) for one (1) year, but does not warrant that the use of any provided software will be uninterrupted or error free. Client's exclusive remedy for breach of this warranty will be to receive replacement of non-conforming Computer Files with conforming Computer Files. If Professional does not provide conforming Computer Files within 60 days after receiving written notice, Client shall be entitled to a refund of the fees paid to Professional in connection with this Agreement.
  - F. Professional shall have no liability or responsibility for problems with the Computer Files (specific to computer software developed by Professional) caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by Professional. Client acknowledges that the Computer Files may include features limiting their operability beyond the scope of the license, and Professional shall be entitled to use self-help, including electronic means, to prevent use of the Computer Files beyond their licensed scope. Client acknowledges that, regardless of whether the Computer Files may be useful by Professional in performing other projects or services for Client or that such other potential uses are referenced in the Scope of Services, the right and ability to use the Computer Files in connection with additional projects or services for Client shall reside solely with Professional.
  - G. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the computer files are provided "as is", and professional disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
  - H. Professional shall not be liable to client for any incidental, special, indirect, consequential or punitive damages of any character, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the computer files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, and even if professional has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Professional's

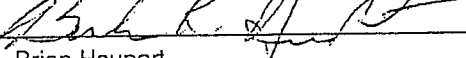
liability to client, regardless of the legal theory of any claim, shall not exceed the fees paid to professional in connection with the contract.

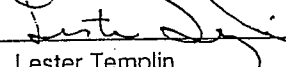
11. **Assignment.** Neither Professional nor Client shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Professional from employing independent professional associates and consultants to assist in the performance of the services hereunder.
12. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Professional, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party. All reports, drawings, and any other documents, data or information prepared by Professional in conjunction with the services provided for under this Agreement shall remain the sole property of Professional.
13. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
14. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement together with the Attachments identified above, constitute the entire Agreement between Client and Professional and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

**CLIENT**

Wabash County Government

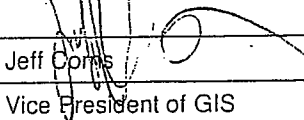
By:   
Print: Brian Hauptert  
Title: Commissioner President  
Date: 09-05-06

By:   
Print: Lester Templin  
Title: Commissioner  
Date: 9-5-2006

By: \_\_\_\_\_  
Print: Darle Dawes  
Title: Commissioner  
Date: \_\_\_\_\_

**PROFESSIONAL**

The Schneider Corporation

By:   
Print: Jeff Corns  
Title: Vice President of GIS  
Date: 9/14/2006

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
Name of Project: GIS Professional Services

**FIXED FEE SCOPE OF SERVICES**

The Schneider Corporation will provide the following products and services toward the development and implementation of a Geographic Information System (GIS) for Wabash County. All data layers will be digital, georeferenced to the State Plane NAD83 coordinate system, units feet; and seamless within and between data layers for the entire project (subject to the availability and quality of the data sources provided to The Schneider Corporation by local project officials). The Schneider Corporation will use the digital and paper map and database sources identified below and provided by the local project officials at the time the project is started. Vector data layers will be delivered in Environmental Systems Research Institute, Inc. (ESRI) compatible format.

**Cadastral Data Conversion**

1. Digital orthophotography
  - Integration of 2005 Indiana Statewide orthophotography produced at 1' pixel resolution provided to The Schneider Corporation at the beginning of the project by the County.
2. United State Public land survey (USPLS)
  - United State Public land survey (USPLS) section and survey polygon data layers using the Client's existing digital (or photo identifiable paper) section corner monument data provided to The Schneider Corporation at the beginning of the project. In absence of any section corner monument data, photo interpretation will be used.
  - The section polygon data layer will be attributed with section number.
  - The survey township polygon data layer will be attributed with tier and range.
3. County political township polygon data layer
  - County political township polygon data layer developed from the digital USPLS data and existing county maps provided to The Schneider Corporation at the beginning of the project.
  - County political township polygon data layer will be attributed with political township name, as identified on existing county maps provided to The Schneider Corporation at the beginning of the project.
4. Road centerline line data layer
  - Road centerline line data layer for approximately 114 miles of urban and 742 miles of rural roads, aligned to the approximate visible center of the roadbed as apparent on digital orthophotography and the most up to date county road map provided to The Schneider Corporation at the beginning of the project.
  - Roads will be created as segments, with nodes at each intersection to allow for eventual address range assignment.
  - Roads will be attributed with road name, type, prefix, and suffix; as identified on the most up to date county road map provided to The Schneider Corporation at the beginning of the project.
  - Roads will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the street name, as identified in the attribute database.
5. Railroad line data layer
  - Railroad line data layer for approximately 70 miles of railroad, aligned to the approximate visible center of the railroad tracks as apparent on digital orthophotography and the most up to date railroad map provided to The Schneider Corporation at the beginning of the project.
  - Railroads will be created as line segments with nodes at each intersection.
  - Railroads will be attributed with railroad name; as identified on the most up to date railroad map provided to The Schneider Corporation at the beginning of the project.
  - Railroads will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements.
6. Rights-of-Way polygon data layer
  - Rights-of-Way polygon data layer developed from existing client rights-of-way documents, provided to

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**Name of Project: GIS Professional Services**

The Schneider Corporation at the beginning of the project, and uniform width rights-of-way centered on road centerlines or USPLS section lines. Uniform width rights-of-way measurements (66 feet or otherwise) will be determined and identified by the client for The Schneider Corporation prior to the beginning of the project.

- No attribution or labeling will be completed for the rights-of-way polygon data layer.

**7. Lot polygon data layers**

- Lot polygon data layer from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
- Lots will be attributed with Lot Number, as identified on existing tax maps.
- Lots will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the lot number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
- Lots will be manually labeled with lot dimensions, as identified on the existing tax maps. Lot dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.

**8. Parcel polygon data layer**

- Parcel polygon data layer, for up to 19,500 parcels, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
- Parcels will be attributed with Parcel Number, as identified on existing tax maps or tax/real estate/CAMA databases.
- Parcels will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the parcel number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
- Parcels will be manually labeled with parcel dimensions, as identified on the existing tax maps. Parcel dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.

**9. Block polygon data layer**

- Block polygon data layer, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
- Blocks will be attributed with Block Number, as identified on existing tax maps or tax/real estate/CAMA databases.
- Blocks will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the block number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.

**10. Subdivision polygon data layer**

- Subdivision polygon data layer, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
- Subdivisions will be attributed with Subdivision Name, as identified on existing tax maps or tax/real estate/CAMA databases.
- Subdivisions will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the subdivision name, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.

**11. Corporate limit polygon data layer**

- Corporate limit polygon data layer, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
- Corporate limits will be attributed with corporate limit name, as identified on existing tax maps or tax/real estate/CAMA databases.
- Corporate limits will be labeled using auto-labeling routines in the GIS software, which allow for multi-

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
Name of Project: GIS Professional Services

scale viewing and no label maintenance requirements. The labels will consist of the corporate limit name, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.

**12. Hydrography polygon data layer**

- Hydrography polygon data layer developed from the 2005 digital orthophotography and existing maps provided to The Schneider Corporation at the beginning of the project.
- The hydrography data layer will be attributed with feature name, as identified on the source maps provided.

**9. Land Use polygon data layer for assessment purposes**

- Land Use polygon data layer developed for assessment purposes for approximately 3,680 agricultural parcels identified by the county at the beginning of the project, using photo interpretation and any existing land use records the client may provide.
- Land use will be attributed with Land Use code, as identified by the client at the beginning of the project.
- Land use will be thematically displayed within the GIS for ease of clarification of land use type.

**10. Flood Zone polygon data layer**

- Flood Zone polygon data layer developed from current FEMA FIRM maps acquired by The Schneider Corporation.
- Flood zones will be attributed with floodway type (100 year vs. 500 year).

**11. Soils polygon data layer**

- Soils polygon data layer from NRCS digital data, integrated into a seamless layer.
- Soils will be attributed with Soil Map Symbol (SMS) code, as provided by the NRCS in the digital soils data.
- Soils will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the soil map symbol, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.

**12. Project Services**

- Parcel Maintenance during the project
- Schneider will perform all parcel maintenance during the conversion project, until each area is delivered to the client and the client is trained on data maintenance.
- Project and system design including:
  - Development of a data dictionary
  - Development of a procedures manual
  - Project file setup
  - On site setup and installation
- The setup and configuration of a Project desktop web site, which enables client access to up to date project records, improved communication tools, and ongoing project status reports.
- Daily project administration, with an established client reporting schedule of bi-monthly or more frequent per the client's request.
- Quality Assurance management, including customization of procedures to best fit the client's needs, tax roll reconciliation, and process review.

**Web Development and Hosting**

**1. Beacon™ GIS website development**

- Description: Development of a publicly accessible web site containing parcel assessment, taxation, CAMA, and digital map data, utilizing existing real estate(Atek tax and the ProVal appraisal database files), and GIS data sets provided to Schneider by Wabash County. This site will include the following:
  - Property ownership, location, valuation, recording, and tax information from County's property tax administration system.

## ATTACHMENT A SCOPE OF SERVICES

Name of Project: GIS Professional Services

- Detailed residential, commercial, and agricultural land and improvements information from County's CAMA real estate system.
- Property sales history from County's CAMA real estate system.
- Property Sketches (if available as indexed, web friendly image files).
- Property Photos (if available as indexed, web friendly image files).
- Online property tax payment form that interacts with payment transaction services provided by Official Payments Corporation.
- ESRI compatible vector and raster spatial data from County's existing GIS data sources, including GIS data sets currently being created by The Schneider Corporation.
- Dynamic relationship between the parcel reports and an ArcIMS based Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
- Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Additional map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes. Also include functionality to generate mail merge compatible files for generating mailing labels from selected parcels.
- The site will also include additional features available to all Beacon™ web site clients, including the 'Comparables Search' page and functionality, multiple search criteria, dynamic user help guides, County contact information, and user feedback forms.
- Schneider will install an automated routine to transfer data from County's local computer data sources to Schneider's servers over a high speed Internet connection. This automated routine can be scheduled to update data to the website on a daily or weekly basis.

### 2. Beacon™ GIS website hosting

- Description: Web hosting from Schneider's secure data server facility, and maintenance of the web site for a term of 12 months starting the month following completion and approval of the site. Schneider's web data server facility includes a redundant/fail over power system, including multiple power sources and long term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include daily automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Schneider will also maintain website usage statistics which can be viewed by County staff on the Beacon™ web interface. Certain on site hardware and software configurations may require additional third party software (not included in this proposal). The update feature requires the County to maintain a dedicated Internet access with a minimum speed of 256K. Services also include monitoring of Schneider's web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of Schneider's staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.

### 3. Beacon™ deliverables are subject to the following restrictions, cautions and disclaimers:

- All web data hosting services are contingent on the availability and usability of the appropriate underlying databases and GIS layers.
- Schneider may, at its discretion, periodically add additional features to, or make corrections and improvements to, the web services provided to County to enhance the access and/or display of the web site features.
- Web site hosting and maintenance is done on software and hardware owned and operated by The Schneider Corporation.
- Additional services not explicitly described as a deliverable, including but not limited to such things as modifying web page appearance and functional changes due to underlying database changes, will be provided to County under separate fees and agreement.
- Web access is projected to be available at least 99.9% of the time between 7 am and 11 pm daily, except for up to 4 hours per month for scheduled maintenance. Web hosting is monitored between the hours of 11 pm to 7 am, but may not be online continuously during that time period. Because computers and other equipment need routine maintenance and sometimes fail, Schneider cannot control the timing or volume of attempts to access Schneider's server, or the service availability of utilities, internet providers, carriers, or other software



**ATTACHMENT A**  
**SCOPE OF SERVICES**  
Name of Project: GIS Professional Services

**2. Watershed polygon data layer & Linear Drain Layer**

- Watershed polygon data layer developed through the use of the DEM from the 2005 orthophotography provided to Schneider by the Client at the beginning of the project.
- The watershed polygon data layer will not be attributed.
- Linear drain data layer developed through the use of the legal drain maps provided to Schneider by the Client at the beginning of the project.
- The linear drain data layer will be attributed with the legal drain name.

Fixed Fee Cost: \$39,364.00

**3. Political Jurisdictions polygon data layer**

- Political jurisdictions polygon data layer will be developed from the digital cadastral data and existing county maps provided to The Schneider Corporation at the beginning of the project.
- Political jurisdictions polygon data layer will be attributed with the political jurisdiction names, as identified on existing county maps provided to The Schneider Corporation at the beginning of the project.

Fixed Fee Cost: \$3,978.00

**4. Tax Boundaries polygon data layer**

- Tax boundaries polygon data layer will be developed from the digital cadastral data and existing county maps provided to The Schneider Corporation at the beginning of the project.
- Tax boundaries polygon data layer will be attributed with the tax boundary names, as identified on existing county maps provided to The Schneider Corporation at the beginning of the project.

Fixed Fee Cost: \$1,591.00

**5. Voting Precincts polygon data layer**

- Voting precincts polygon data layer will be developed from the digital cadastral data and existing county maps provided to The Schneider Corporation at the beginning of the project.
- Voting precincts polygon data layer will be attributed with the voting precinct names, as identified on existing county maps provided to The Schneider Corporation at the beginning of the project.

Fixed Fee Cost: \$3,978.00

**6. Segmented Rights-of-Way polygon data layer**

- Rights-of-Way will be attributed with road name, using geoprocessing techniques. The Schneider Corporation will work with the County to establish a segmenting system prior to the beginning of the project.

Fixed Fee Cost: None if selected as part of contract initiation. \$14,300 if selected after project development has been initiated.

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
Name of Project: GIS Professional Services

Deliverables are subject to the following restrictions, cautions and disclaimers:

- Map features in a Geographic Information System (GIS), including but not limited to public land reference system corners and markers, ownership boundaries, road centerlines and rights-of-way, utility lines and controls, engineering structures, natural resources, and other jurisdictional boundaries are representations of original data sources for purposes of data access and analysis.
- Digital data in a GIS does not replace or modify site surveys, deeds and other conveyances, original and as built engineering plans, and other original drawings and/or legal documents that establish land ownership, land use, or on-site structure location.
- No field surveys or records research are undertaken to discover what variations, if any, derived land reference system boundaries deviate from monumented corners of record. The Schneider Corporation has no legal authority to determine or assign land title; any derived land reference system boundaries should not be construed as legal documents or evidences of land subdivision.
- The Schneider Corporation will collaborate with local project officials to procure relevant maps, database files, and other documents needed to deliver the proposed products and services, but will not perform research to locate archived records unless specified as a delivered product or service in Scope of Work.
- Apparent errors and omissions in data coverages that preclude performance by The Schneider Corporation of the products or services specified in Scope of Work will be reported to the appropriate local project individuals; these reports should not be construed as necessarily being comprehensive or exhaustive. The Schneider Corporation will apply procedures to minimize data errors and discrepancies during the data creation and conversion processes; however final data verification will be the responsibility of OWNER.

### Project Length and Completion

Estimated length of this project is 12 months from a projected data conversion start date of October 1, 2006 [or] from the date all digital orthophotography is delivered to The Schneider Corporation. The Schneider Corporation will not be liable for delayed performance caused by the failure of local project officials, agents of the local project officials, or any County subcontractor to supply to The Schneider Corporation data or services in a timely manner; delays in the delivery of the digital orthophoto products; or any other reasons or causes not the fault of The Schneider Corporation.

Client shall provide to Professional the following:

To ensure that the products and services are provided in an accurate, timely, and comprehensive manner, the Client is expected to provide to the Professional at no cost:

- Originals or high quality copies of available maps, documents, and database files as needed by the Professional in order to prepare the digital data sets or other services specified.
- Staff time as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; and respond to the Professional's requests for data and system information.
- Office space, equipment, and supplies as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; conduct interviews and project meetings; and respond to the Professional's requests for data and system information.
- Any other materials or services judged by mutual agreement to be appropriate for the GIS project.

**ATTACHMENT B  
FEE SCHEDULE**  
Name of Project: GIS Professional Services

Client shall compensate Professional for services rendered in accordance with the following:

**Fixed Fee -** Client shall receive monthly invoices reflecting the prior month's services, based upon a percentage of completion of the project. Percentage of completion will be estimated by Professional, and regularly communicated with the client.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

**Hourly Services -** Client shall receive monthly invoices reflecting the prior month's Hourly services.

***Hourly Fee Schedule***

<u>JOB CLASSIFICATION / TITLE</u>	<u>REGULAR HOURLY RATE</u>
PRINCIPAL	\$167.00
GIS DIRECTOR	\$145.00
GIS SR PROJECT MGR	\$150.00
GIS PROJECT MGR	\$125.00
GIS PROJECT COORDINATOR	\$105.00
GIS SENIOR DEVELOPER	\$175.00
GIS DEVELOPER	\$150.00
GIS ANALYST	\$125.00
GIS SENIOR CONSULTANT	\$175.00
GIS CONSULTANT	\$150.00
GIS SPECIALIST	\$125.00
GIS TECHNICIAN IV	\$85.00
GIS TECHNICIAN III	\$75.00
GIS TECHNICIAN II	\$65.00
GIS TECHNICIAN I	\$55.00
ADMINISTRATION	\$56.00

**Hourly Services Expenses:**

Travel time for onsite visits will billed at \$50.00 per hour.

Certified mailings or Shipping at cost

Other out-of-pocket expenses cost plus 10%

All hourly services phase fees remaining under this contract are subject to an increase at the discretion of Professional. The Client will be notified in writing of any changes in fees.

## DESIGNATION OF CLIENT'S REPRESENTATIVE

Name of Project: GIS Professional Services

In accordance with Paragraph 4(1) of the Professional Services Agreement between Wabash County, Indiana ("CLIENT") and The Schneider Corporation ("Professional"), dated Sept 5, 2006, Client hereby designates \_\_\_\_\_ to act as Client's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

☐ Exceptions (list below)

### CLIENT

Wabash County Government

By: Brian K. Haupt

Print: Brian Haupt

Title: Commissioner President

Date: 09-05-06

**AUTHORIZATION TO PROCEED**  
Name of Project: GIS Professional Services

In accordance with Paragraph 3 of the Professional Services Agreement between Wabash County, Indiana ("CLIENT") and The Schneider Corporation ("Professional"), dated Sept. 5, 2006, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

Fixed Fee Cost: \$267,803.00 (Two Hundred Sixty Seven Thousand Eight Hundred and Three Dollars)

**Optional Fixed Fee Services (Please Check):**

- ☒ Cornerstone layer - \$11,934.00
- ☐ Watershed layer- \$39,364.00
- ☒ Tax Boundaries layer - \$3,978.00
- ☐ Political Jurisdictions layer - \$1,591.00
- ☐ Voting Precincts layer - \$3,978.00
- ☒ Segmented Rights-of-way layer – None (if selected during contract initiation)

All optional service costs will remain valid through the data layer development phase of the project, with the exception of the Cornerstone layer, 911 Centerline and Address Point layer, ESN (Zone) layer, and Segmented Rights-of-way layer. Additional costs may apply for future layer development.

Hourly services (provided on demand and invoiced monthly according to Attachment B).

**CLIENT**

Wabash County Government

By: Brian K. Haupt

Print: Brian Haupt

Title: Commissioner President

Date: 09-05-06

